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UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

HEARING DATE: 1/5/06
AT: 10:00 A.M.

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In re: :
DELPHI CORPORATION, *et al.*, : Chapter 11
: Case No. 05-44481 [RDD]
Debtors. : Jointly Administered
:-----x

**AFFIRMATION OF DONALD S. POOLE IN SUPPORT OF
DEBTORS' OBJECTION TO MOTION FOR ORDER OF RELIEF
FROM AUTOMATIC STAY TO PROVIDE NOTICE OF DEFAULT AND
TERMINATE SALES AGREEMENT BETWEEN PEPCO ENERGY SERVICES,
INC. AND DEBTORS, OR IN THE ALTERNATIVE, FOR ORDER
COMPELLING DEBTORS TO ASSUME OR REJECT SALES AGREEMENT**

STATE OF OHIO)
):
COUNTY OF MONTGOMERY)

DONALD S. POOLE, solemnly affirms under penalty of perjury as follows:

1. I am the Manager of Utilities Supply of Delphi Corporation ("Delphi"), debtor and debtor-in-possession in the above-captioned chapter 11 cases. I am familiar with the Debtors' operations and their process of obtaining

electrical services. I have held this position in Delphi since 1999 and have worked with electrical utility companies on industrial power delivery for over 35 years. I have a B.A. degree in Electrical Engineering from the University of Akron and am a registered Professional Engineer in the States of Ohio. I have personal knowledge of the facts stated in this Affirmation and I can testify to those facts in court if necessary on behalf of the Debtors.

2. Delphi is one of the world's largest suppliers of automotive components and electronics. Across the globe, Delphi operates over 40 domestic and 160 foreign entities in approximately 40 countries, employing more than 185,000 employees worldwide.

3. In my present position, I have responsibility for procuring electricity for the Debtors' New Brunswick, New Jersey manufacturing facility (the "Facility").

4. The Facility manufactures batteries under a contract manufacturing agreement with automotive supplier Johnson Controls and employs approximately 425 people.

5. If Delphi does not have access to energy to run the Facility, Delphi will be unable to manufacture product, which would result in the Delphi not meeting its manufacturing commitments to customers. Under the terms of Delphi's various contracts with its customers, Delphi is responsible for damages if, by missing a production commitment, it affects a customer's production schedule. Delphi's customers have previously informed Delphi that damages can be as much as \$10 million per facility per day.

6. The Facility's supplier of electricity is Pepco Energy Services, Inc. ("Pepco"). Pepco supplies the Facility with electricity pursuant to a Master

Electric Sales Agreement, dated July 8, 2003 (including all amendments, the "Sales Agreement"). The terms of the applicable Addendum to Master Electric Sales Agreement, entered into as of August 26, 2005, which I executed on behalf of Delphi, are "strictly confidential."

7. I am one of the people who has custody of Delphi's business records (including access to electronically stored data) concerning Delphi's Sales Agreement with Pepco. These records are kept in the ordinary course of Delphi's regularly conducted business activity, which is Delphi's customary practice. I have reviewed Delphi's files on the Sales Agreement, which leads me to the summary set forth below. All documents attached are true and correct copies of the business records described above. All facts set forth herein are either (a) facts of which I have personal knowledge; or (b) an accurate summary of Delphi's business records as described above.

8. As reflected in the attached bill payment history to Pepco, Delphi is current with respect to its post-petition obligations to Pepco under the Master Electric Sales Agreement. All post-petition bills received from Pepco have either been paid post-petition or were prepaid pre-petition.

9. I affirm under penalty of perjury according to the laws of the United States that the foregoing statements are true and correct.

Executed this 29th day of December, 2005 in Dayton, Ohio

/s/ Donald S. Poole

DONALD S. POOLE